



**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

#24 NOVEMBER 29, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

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Board of Supervisors

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Chief Deputy Director

313 N. Figueroa Street, Suite 912  
Los Angeles, CA 90012

Tel: (213) 240-8101  
Fax: (213) 481-0503

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*To ensure access to high-quality,  
patient-centered, cost-effective  
health care to Los Angeles  
County residents through direct  
services at DHS facilities and  
through collaboration with  
community and university  
partners*



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November 29, 2011

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO FOUR AGREEMENTS FOR  
EQUIPMENT MAINTENANCE AND REPAIR SERVICES AND HOSPITAL  
SERVICES  
(ALL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval of amendments to four existing Agreements for equipment maintenance and repair services and hospital services at various Department of Health Services' (DHS) and other County department facilities.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Director, or his designee, to execute Amendment No. 6 to Agreement H-700047 with Global Neurodiagnostics Corp. (Global), effective upon execution, to extend the term of the Agreement for the period of January 1, 2012 through December 31, 2016, for surgical intra-operative monitoring services at Harbor-UCLA Medical Center (H-UCLA MC), and Rancho Los Amigos National Rehabilitation Center (RLANRC), at the current rates, with a total annual cost of \$150,000 and a total five-year cost of \$750,000 through December 31, 2016.
2. Authorize the Director, or his designee, to execute Amendment No. 1 to Agreement H-702542 with McBain Instruments (McBain), effective upon execution, to extend the term of the Agreement for the period of January 1, 2012 through December 31, 2016, for preventive maintenance and repair services of microscopes at MetroCare Network, ValleyCare Network, and

RLANRC, with a total annual cost of \$41,893 and a total five-year cost of \$209,465 through December 31, 2016, and for four Department of Public Health (DPH) facilities with a total annual cost of \$3,930 and a total five-year cost of \$19,650 through December 31, 2016.

3. Authorize the Director, or his designee, to execute Amendment No. 2 to Agreement H-702788 with Merry X-Ray Chemical Corporation (Merry X-Ray), effective upon execution, to extend the term of the Agreement for equipment maintenance and repair services and chemical disposal services for the X-Ray processors for the period of April 1, 2012 through March 31, 2013, for MetroCare Network, LAC+USC Healthcare Network, and ValleyCare Network, at the current rate, with a total annual cost of \$134,574 and for the Department of Coroner (Coroner) with a total annual cost of \$3,906.

4. Authorize the Director, or his designee, to execute Amendment No. 1 to Agreement H-702787 with Certified Environmental Particulate Air, Inc. dba CEPA Company (CEPA), effective upon execution, to extend the term of the Agreement for biomedical equipment testing, certification and repair services for the period of May 1, 2012 through June 30, 2017, for H-UCLA MC, LAC +USC Medical Center (LAC+USC MC), Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK MACC), ValleyCare Network, and RLANRC, at the current rate, with an annual cost of \$86,645 and a total cost of \$452,585 for five years and two months, through June 30, 2017, and for DPH's Public Health Laboratory, at the current rate, with an annual cost of \$6,775 and a total cost of \$35,800 for five years and two months, through June 30, 2017.

5. Delegate authority to the Director, or his designee, to amend the above-mentioned Agreements to increase each total maximum obligation by no more than 40 percent above the annual maximum obligation for each Agreement for a potential increase of \$642,392 for equipment coming off warranty, emergency or unanticipated equipment maintenance and repair services, and critical hospital services.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

##### **Global**

Approval of the first recommendation will allow the Director, or his designee, to execute an amendment to the Agreement with Global, substantially similar to Exhibit I, for the continued provision of surgical intra-operative monitoring services at H-UCLA MC and RLANRC. The Contractor has agreed to not increase its current rates for the additional period of five years.

##### **McBain**

Approval of the second recommendation will allow the Director, or his designee, to execute an amendment to the Agreement with McBain, substantially similar to Exhibit II, for the continued provision of preventive maintenance and repair services of laboratory microscopes at twelve DHS facilities and four DPH facilities. The Contractor has not had a price increase since January 2007. DHS has agreed to a five percent increase on maintenance cost (the cost for a majority of the scopes will increase from \$40 to \$42 per microscope) due to additional travel costs incurred when microscopes are not available for scheduled maintenance and repair services at the facilities.

### Merry X-Ray

Approval of the third recommendation will allow the Director, or his designee, to execute an amendment to the Agreement with Merry X-Ray, substantially similar to Exhibit III, for the continued provision of X-Ray equipment maintenance and repair services and provide chemical disposal services for the X-Ray processors at eleven DHS facilities and the Department of Coroner. The Contractor has agreed to not increase its current rates for the additional period of one year.

### CEPA

Approval of the fourth recommendation will allow the Director, or his designee, to execute an amendment to the Agreement with CEPA, substantially similar to Exhibit IV, for the continued provision of biomedical equipment testing, certification and repair services at five DHS facilities and the Public Health Laboratory. The Contractor has agreed to not increase its current rates for the additional period of five years and two months.

### Delegated Authority

Approval of the fifth recommendation will allow the Director, or his designee, to increase the maximum obligation of each of the Agreements up to 40 percent of the annual contract maximum, if necessary, to cover equipment coming off warranty, emergency or unforeseen, needed equipment maintenance and repair services, surgical intra-operative monitoring services, and critical hospital services.

In accordance with Board Policy 5.120, DHS provided your Board with the required two- week notice of intent to request a delegation of authority in excess of 10 percent.

The Joint Commission requires facilities to cover medical equipment maintenance under a service contract. Therefore, this delegated authority is necessary to enable the Agreements to be amended timely to guarantee that the critical equipment is maintained appropriately to ensure the safety of patients, as well as to meet the requirements of The Joint Commission. Board policy generally allows delegated authority up to 10 percent. However, based on the experience of recent years with several other equipment maintenance service agreements, DHS believes that the 40 percent requested for potential increases is appropriate since adding even a few pieces of equipment or additional hospital services for one facility may use up the entire 40 percent increase. The facilities will only request that equipment/services be added if additional services are needed and funding is available in the facility's budget. The delegated authority is necessary to enable the Agreements to be amended timely to guarantee that the essential equipment is maintained appropriately and critical hospital services are provided to ensure that the facilities meet the requirements of The Joint Commission and other regulatory agencies.

### **Implementation of Strategic Plan Goals**

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The annual maximum obligation of the amendments to the four Agreements for equipment maintenance and repair and hospital services is \$427,723. The maximum obligations for each

facility by Agreement are identified in Attachment A.

The total potential increase under the 40 percent delegated authority for the Agreements is \$642,392, and would be funded using existing resources.

Funding is included in DHS', DPH's, and Coroner's Fiscal Year 2011-12 Final Budgets and will be requested in future fiscal years as necessary.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

### **Global**

With its own neurodiagnostic equipment, Contractor provides intraoperative monitoring, which is critical to complex surgeries (such as brain, spinal cord, etc.) for early detection of potential intraoperative injury thus allowing for immediate corrective measures. Intraoperative monitoring has been effective in localizing anatomical structures, including peripheral nerves and sensorimotor cortex, which helps guide the surgeons during dissection. Trust among the members of a surgical team is crucial, especially for the surgeons and anesthesiologists who need to have full confidence in the neuro technician's interpretation of the patient's data. Surgeons and anesthesiologists need to be able to concentrate fully on their tasks and must rely on the neuro technician to provide early alerts of changes in brain, spinal cord, and peripheral nerve function prior to irreversible damage.

On June 17, 2003, your Board approved an Agreement with Global, effective July 1, 2003 through December 31, 2003, after the County Purchasing Agent's purchasing authority for the provision of surgical intra-operative monitoring services at H-UCLA MC and RLANRC had been reached. Subsequent amendments extended the term through December 31, 2011.

The Global neuro technicians and equipment are available to H-UCLA MC and RLANRC twenty four hours a day, seven days a week. DHS is requesting an extension for five years because the County does not have the personnel who possess the required technical training and experience to interpret the critical data, nor does County own the necessary equipment for neurosurgeries, including spinal surgeries, brain surgeries, or peripheral nerve surgeries. Furthermore, the trust built over the years among the surgery teams cannot be easily replicated overnight. A recent market survey indicates that other vendors' rates are almost double the County's current Agreement rates. Global has agreed to maintain the same Agreement rates for the next five-year period.

### **McBain**

In October 2006, DHS conducted a Request for Quotes (RFQ) for preventive maintenance and repair services for microscopes at DHS and DPH facilities. As a result of the RFQ, your Board approved an Agreement with McBain on December 5, 2006. McBain provides preventive maintenance and repair services for microscopes at twelve DHS facilities and four DPH facilities in accordance with the regulations of The Joint Commission and the "Clinical Laboratory Improvement Amendments" mandated by The Centers for Medicare & Medicaid Services for laboratory equipment.

The County does not have the personnel who possess the required technical training and experience to provide the services. Additionally, the relatively small dollar amount of this Agreement (\$35,800 for annual preventive maintenance services) indicates it is not cost effective for DHS to solicit the services. The cost to resolicit the services would be significantly more than the annual Agreement costs. The proliferation of computers and the advancement of digital imaging technology may potentially reduce the need for microscopes in the next few years. Currently, there are a number of new digital technology developments for the replacement for microscopes. Accordingly,

DHS is requesting an extension of five years in order to have a clearer picture of digital imaging technology advancement in microscopes and ensure no price increases under the contract over the next five years.

Due to the amount of equipment and costs for DPH being relatively small, it is not cost effective for DPH to maintain a separate agreement with McBain. Therefore, DPH facilities have been receiving services under DHS' Agreement since the departmental separation. DHS is solely responsible for administering this Agreement.

#### Merry X-Ray

In June 2005, Novation Diagnostic Imaging Council (Novation), a group purchasing consortium, conducted an Invitation for Bids for consumable products, including x-ray film and other supplies required for radiology services. Merry X-Ray was selected by Novation as one of the five distributors under Imaging Distribution Agreement No. DX610015, which provides the consumable products at discounted rates. In July 2006, DHS entered into an agreement with Novation to purchase x-ray film and other supplies at the discounted rates.

On May 8, 2007, your Board approved a DHS Agreement with Merry X-Ray for maintenance and repair services of mammography and other medical x-ray film processors and disposal of x-ray chemicals and scrap film purchased through Novation. In addition, your Board also delegated authority to DHS Director to extend this service agreement to run concurrently with Agreement No. DX610015. Novation extended Agreement No. DX610015 through March 31, 2010, and, consequently, DHS also extended its service agreement with Merry X-Ray through March 31, 2010.

In late 2009, Merry X-Ray participated in your Board's contract cost savings initiative that urged all County contractors to reduce contract costs in return for contract extensions. On September 29, 2009, your Board approved CEO's recommendation for a two-year extension through March 31, 2012 with Merry X-Ray in exchange for a seven-percent reduction in costs.

Since then, the maximum obligation of this Agreement has been reduced from approximately half a million to less than \$200,000 because DHS' facilities are gradually replacing the equipment using x-ray films with the digital imaging equipment whenever the budget allows. Subsequently, the distribution business in the imaging sector has been shrinking drastically since 2005. Novation is evaluating the current situation and will make a decision within the next few months on whether or not to rebid. Moreover, the County does not have the personnel who possess the required technical training and experience to provide the services. Therefore, DHS is requesting an extension of one year at this time in order to assess and explore other alternatives.

The Coroner has one piece of equipment under this Agreement. It is not cost effective for the Coroner to establish its own agreement. DHS is solely responsible for administering this Agreement.

#### CEPA

The primary safety devices in a laboratory are chemical fume hoods, which are the primary control device to prevent harmful exposure to hazardous airborne substances when using flammable and toxic chemicals in the laboratories. The biological safety cabinets, another primary containment device, provide protection for both the workers and biological materials in hospital areas such as laboratory, pharmacy, and nuclear medicine.

To ensure the quality of the required services, DHS requires all testing, certification and repair

services be conducted by technicians who possess valid certification of the National Sanitation Foundation's (NSF) Class II Biosafety Cabinet Field Certifier Accreditation Program. CEPA's technicians are certified by NSF.

In February 2007, DHS conducted a RFQ for biomedical equipment certification and repair services. As a result of the RFQ, your Board approved an agreement with CEPA. The Contractor provides testing, certification, and repair services as required by State law for fume hoods, biosafety cabinets, and other biomedical equipment used in laboratories, pharmacy, and nuclear medicine. The Contractor also provides value-added services, including consulting with DHS hospitals in compliance of accreditation standards by The Joint Commission, the College of American Pathologists (CAP), Occupational Safety and Health Administration (OSHA), and the California Code of Regulations, Title 8, as well as alerting DHS of any forthcoming regulation changes.

Upon completion of the new inpatient tower at MLK MACC in 2013, it is expected that additional biomedical equipment will be installed in areas such as the pharmacy due to an increase in services. The County does not have the personnel who possess the required technical training and experience to provide the services. Accordingly, DHS is requesting to extend the Agreement for five years so that a new solicitation can be done once the full needs of the Department can be identified. CEPA has agreed to maintain the current rate for the next five-year period.

Due to the amount of equipment and costs for DPH being relatively small, it is not cost effective for DPH to maintain a separate agreement with CEPA for the Public Health Laboratory. DHS is solely responsible for administering this Agreement.

#### All Agreements

All Agreements contain all of your Board's required provisions. The County may terminate each of the Agreements with 10 or 30 days' prior written notice. DHS has determined that these Agreements are not Proposition A agreements because the services provided are intermittent and highly specialized. Therefore, the County's Living Wage Program (County Code Charter 2.201) does not apply.

County Counsel has reviewed and approved Exhibits I through IV as to use and form.

#### **CONTRACTING PROCESS**

Not applicable.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommendations will allow DHS and other County departments to obtain ongoing critical equipment maintenance and repair services and hospital services for facility operations.

The Honorable Board of Supervisors

11/29/2011

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.

Director

MHK:jc

Enclosures

c: Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors

## ATTACHMENT A

**DEPARTMENT OF HEALTH SERVICES**  
**Equipment Maintenance & Repair Services and Hospital Services Agreements**

<b>Global</b>	Jan 1, 2012 - Jun 30, 2012	Jul 1, 2012 - Jun 30, 2013	Jul 1, 2013 - Jun 30, 2014	Jul 1, 2014 - Jun 30, 2015	Jul 1, 2015 - Jun 30, 2016	Jul 1, 2016 - Dec 31, 2016	Total
H-UCLA MC	\$60,000	\$120,000	\$120,000	\$120,000	\$120,000	\$60,000	\$600,000
RLANRC	\$15,000	\$30,000	\$30,000	\$30,000	\$30,000	\$15,000	\$150,000
Grand Total	\$75,000	\$150,000	\$150,000	\$150,000	\$150,000	\$75,000	\$750,000

<b>McBain</b>	Jan 1, 2012 - Jun 30, 2012	Jul 1, 2012 - Jun 30, 2013	Jul 1, 2013 - Jun 30, 2014	Jul 1, 2014 - Jun 30, 2015	Jul 1, 2015 - Jun 30, 2016	Jul 1, 2016 - Dec 31, 2016	Total
<b>DHS</b>							
COASTAL	\$8,686	\$17,372	\$17,372	\$17,372	\$17,372	\$8,686	\$86,860
SOUTHWEST	\$3,837	\$7,674	\$7,674	\$7,674	\$7,674	\$3,837	\$38,370
VALLEYCARE NETWORK	\$7,399	\$14,798	\$14,798	\$14,798	\$14,798	\$7,399	\$73,990
RLANRC	\$1,025	\$2,049	\$2,049	\$2,049	\$2,049	\$1,025	\$10,245
Total - DHS	\$20,947	\$41,893	\$41,893	\$41,893	\$41,893	\$20,947	\$209,465
<b>DPH</b>							
PUBLIC HEALTH LABORATORY	\$1,615	\$3,230	\$3,230	\$3,230	\$3,230	\$1,615	\$16,150
PUBLIC HEALTH CENTERS	\$350	\$700	\$700	\$700	\$700	\$350	\$3,500
Total - DPH	\$1,965	\$3,930	\$3,930	\$3,930	\$3,930	\$1,965	\$19,650
GRAND TOTAL	\$22,912	\$45,823	\$45,823	\$45,823	\$45,823	\$22,912	\$229,115

<b>Merry X-Ray</b>	Apr 1, 2012 - Jun 30, 2012	Jul 1, 2012 - Mar 31, 2013					Total
<b>DHS</b>							
COASTAL	\$8,359	\$25,076					\$33,435
LAC+USC HEALTHCARE NETWORK	\$7,120	\$21,360					\$28,480
SOUTHWEST	\$9,612	\$28,834					\$38,446
VALLEYCARE NETWORK	\$7,577	\$22,730					\$30,307
JUVENILE COURT	\$976	\$2,930					\$3,906
Total - DHS	\$33,644	\$100,930					\$134,574
DEPARTMENT OF CORONER	\$976	\$2,930					\$3,906
GRAND TOTAL	\$34,620	\$103,860					\$138,480



ATTACHMENT A

CEPA	May 1, 2012 - Jun 30, 2012	Jul 1, 2012 - Jun 30, 2013	Jul 1, 2013 - Jun 30, 2014	Jul 1, 2014 - Jun 30, 2015	Jul 1, 2015 - Jun 30, 2016	Jul 1, 2016 - Jun 30, 2017	Total
<b>DHS</b>							
H-UCLA MC	\$3,570	\$21,860	\$21,860	\$21,860	\$21,860	\$21,860	\$112,870
LAC+USC MC	\$7,915	\$31,135	\$31,135	\$31,135	\$31,135	\$31,135	\$163,590
MLK MACC	\$3,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$93,000
VALLEYCARE NETWORK	\$3,285	\$13,170	\$13,170	\$13,170	\$13,170	\$13,170	\$69,135
RLANRC	\$1,590	\$2,480	\$2,480	\$2,480	\$2,480	\$2,480	\$13,990
Total - DHS	\$19,360	\$86,645	\$86,645	\$86,645	\$86,645	\$86,645	\$452,585
<b>DPH</b>							
PUBLIC HEALTH LABORATORY	\$1,925	\$6,775	\$6,775	\$6,775	\$6,775	\$6,775	\$35,800
GRAND TOTAL	\$21,285	\$93,420	\$93,420	\$93,420	\$93,420	\$93,420	\$488,385

**SURGICAL INTRA-OPERATIVE MONITORING SERVICES AGREEMENT**

**AMENDMENT NO. 6**

THIS AMENDMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

GLOBAL NEURODIAGNOSTICS CORP.  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled, "SURGICAL INTRA-OPERATIVE MONITORING SERVICES AGREEMENT", dated June 17, 2003, and further identified as County Agreement No. H-700047 and amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term and to make other changes described hereinafter; and

WHEREAS, under delegated authority the Department has approved the delegation and assignment from Global Neurodiagnostics to Global Neurodiagnostics, Corp; and

WHEREAS, Agreement provides that changes in accordance with Paragraph 18, ALTERATION OF TERMS, may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective upon execution by all parties.

2. Agreement Paragraph 1, TERM, shall be deleted in its entirety and replaced with the following:

"1. TERM: The term of this Agreement shall commence on July 1, 2003, and shall continue in full force and effect up to and including December 31, 2016, unless sooner canceled or terminated as provided herein."

3. Subparagraphs F and G of Agreement Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, shall be deleted in their entirety and replaced with the following:

"F. The maximum obligation of County for all services provided hereunder shall not exceed One Hundred Fifty Thousand Dollars (\$150,000) annually, yielding a total five-year cost of Seven Hundred Fifty Thousand Dollars (\$750,000) for the period of January 1, 2012 through December 31, 2016.

G. During the term of this Agreement, the Director may amend this Agreement if additional services are needed and may annually increase the maximum obligation by no more than forty percent (40%) of the annual maximum obligation for unforeseen, needed services and/or if equipment is added to or removed from any Medical Facility."

4. Section (3) of Subparagraph A, Evidence of Insurance, of Agreement Paragraph 10, GENERAL INSURANCE REQUIREMENTS, shall be deleted in its entirety and replaced with the following:

"(3) Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided

to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.”

5. Subparagraph C, Failure to Maintain Insurance, of Paragraph 10, GENERAL INSURANCE REQUIREMENTS, of AGREEMENT, shall be deleted in its entirety and replaced with the following:

“C. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.”

6. Paragraph 45, CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement’s ADDITIONAL PROVISIONS to read as follows:

“45. CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract

are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.”

7. Paragraph 46, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement's ADDITIONAL PROVISIONS to read as follows:

“46. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 45 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.”

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services, and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, on the day, month and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mitchell H. Katz, M.D.  
Director of Health Services

GLOBAL NEURODIAGNOSTICS CORP.  
Contractor

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Printed Name

Title \_\_\_\_\_

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By \_\_\_\_\_  
Deputy

**PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT**

**AMENDMENT NO. 1**

THIS AMENDMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

MCBAIN INSTRUMENTS  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled, "PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT ", dated January 1, 2007, and further identified as County Agreement No. H-702542 thereto (hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term and to make other changes described hereinafter; and

WHEREAS, under delegated authority the Department has added Rancho Los Amigos National Rehabilitation Center to this Agreement;

WHEREAS, Agreement provides that changes in accordance with Paragraph 16, ALTERATION OF TERMS, may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective upon execution by all parties.

2. Schedule 1 shall be added to replace Schedules A through I, attached hereto and incorporated herein by reference.

3. Agreement Paragraph 1, TERM, shall be deleted in its entirety and replaced to read as follows:

“1. TERM: The term of this Agreement shall commence on January 1, 2007, and shall continue in full force and effect up to and including December 31, 2016, unless sooner canceled or terminated as provided herein.”

4. Subparagraphs B and C of Agreement Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, shall be deleted in their entirety and replaced to read as follows:

"B. The maximum obligation of County for all services provided hereunder shall not exceed Forty-Five Thousand, Eight Hundred Twenty-Three Dollars (\$45,823) annually, yielding a total five-year cost of Two Hundred Twenty-Nine Thousand, One Hundred Fifteen Dollars (\$229,115) for the period of January 1, 2012 through December 31, 2016.

C. During the term of this Agreement, the Director, or his designee, may amend this Agreement if additional maintenance and repair services are needed and may annually adjust the maximum obligation by no more than forty percent (40%) of the annual maximum obligation for unforeseen, needed maintenance and repair services and/or if equipment is added to or removed from any Medical Facility.”



5. Paragraph (3), of Subparagraph A, Evidence of Insurance, of Agreement Paragraph 8, GENERAL INSURANCE REQUIREMENTS, shall be deleted in its entirety and replaced to read as follows:

“(3) Contractor shall provide County with, or Contractor’s insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.”

6. Subparagraph C, Failure to Maintain Insurance, of Agreement Paragraph 8, GENERAL INSURANCE REQUIREMENTS, shall be deleted in its entirety and replaced to read as follows:

“C. Failure to Maintain Insurance: Contractor’s failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required

Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.”

7. Paragraph 48, CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement’s STANDARD PROVISIONS to read as follows:

“48. CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.”

8. Paragraph 49, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement’s STANDARD PROVISIONS to read as follows:

“49. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN  
COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION

PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 48 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.”

9. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services, and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, on the day, month and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mitchell Katz, M.D.  
Director of Health Services

MCBAIN INSTRUTMENTS  
Contractor

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Printed Name

Title \_\_\_\_\_

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By \_\_\_\_\_  
Deputy

McBain Instruments

SCHEDULE 1

Microscope Equipment Maintenance and Repair Services  
Effective January 1, 2012 through December 31, 2016

QTY	EQUIPMENT DESCRIPTION	MANUFACTURER	# PMS PER YEAR	COST PER PM	ANNUAL PM COST
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DEPARTMENT OF HEALTH SERVICES

COASTAL

HARBOR-UCLA MEDICAL CENTER					
30	Microscope, Single view	Various	2	\$42	\$2,520
23	Microscope, Dual View	Various	2	\$42	\$1,932
3	Microscope, Dual View-heme+ 2S-15D	Various	4	\$42	\$504
6	Microscope, Single view-heme	Various	4	\$42	\$1,008
1	Microscope/single view w/ camera	Nikon, Olympus	4	\$42	\$168
4	Microscope/Dual view w/ camera	Nikon, Olympus, Zeiss, AO	2	\$42	\$336
3	Microscope/ 3 view/ camera	Nikon, Zeiss	2	\$42	\$252
2	Microscope/3 view	Nikon, Zeiss	2	\$42	\$168
1	Microscope/5 head/cam attach	Olympus	4	\$58	\$231
1	Microscope/10 head/cam attach	Olympus	4	\$79	\$315
1	Microscope/fluor/single view	Nikon	2	\$53	\$105
1	Microscope/fluor/dual view	Nikon	2	\$53	\$105
4	Dissecting Microscopes	Various	2	\$42	\$336
1	Darkfield Microscopes	Various	2	\$42	\$84
5	Cryostat	Various	2	\$368	\$3,675
6	Microtome	(5) Reichert (1) AO	2	\$184	\$2,205
92	TOTAL - Preventive Maintenance				\$13,944
LONG BEACH COMPREHENSIVE HEALTH CENTER					
9	Microscope	Various	2	\$42	\$756
9	TOTAL - Preventive Maintenance				\$756

QTY	EQUIPMENT DESCRIPTION	MANUFACTURER	# PMS PER YEAR	COST PER PM	ANNUAL PM COST
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BELLFLOWER HEALTH CENTER					
3	Microscope	Various	2	\$42	\$252
3	TOTAL - Preventive Maintenance				
WILMINGTON HEALTH CENTER					
2	Microscope	Swift	2	\$42	\$168
1	Microscope	Microlux	2	\$42	\$84
3	TOTAL - Preventive Maintenance				
Gardena High School					
1	Microscope		2	\$42	\$84
1	TOTAL - Preventive Maintenance				
Family Medicine Center					
1	Microscope		2	\$42	\$84
1	TOTAL - Preventive Maintenance				
109	TOTAL - Coastal Preventive Maintenance				
Reserve Funds for Repair Services*					
TOTAL - COASTAL					\$17,372

QTY	EQUIPMENT DESCRIPTION	MANUFACTURER	# PMS PER YEAR	COST PER PM	ANNUAL PM COST
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<b>SOUTHWEST</b>					
<b>MARTIN LUTHER KING, JR. MULTI-SERVICE AMBULATORY CARE CENTER</b>					

1	Microscope - (SN 84538)	A/O	2	\$42	\$84
1	Microscope - Model No. 570	A/O	2	\$42	\$84
1	Microscope - (SN 309415)	A/O	2	\$42	\$84
1	Microscope - (SN 848095)	A/O	2	\$42	\$84
1	Microscope - (SN NSN)	A/O	2	\$42	\$84
1	Microscope - (SN 1812)	A/O	2	\$42	\$84
1	Microscope - (SN 847435)	A/O	2	\$42	\$84
1	Microscope - (SN 848183)	A/O	2	\$42	\$84
1	Microscope - (SN 848052)	A/O	2	\$42	\$84
1	Microscope - (SN 833665)	A/O	2	\$42	\$84
1	Microscope - (SN 219219)	A/O	2	\$42	\$84
1	Microscope - (SN 817002)	A/O	2	\$42	\$84
1	Microscope - (SN 847895)	A/O	2	\$42	\$84
1	Microscope - (SN 1130)	A/O	2	\$42	\$84
1	Microscope - (SN 882656)	A/O	2	\$42	\$84
1	Microscope - (SN 834008)	A/O	2	\$42	\$84
1	Microscope - (SN 105325)	A/O	2	\$42	\$84
1	Microscope - (SN 7388)	A/O	2	\$42	\$84
1	Microscope - (SN 047131148)	A/O	2	\$42	\$84
1	Microscope - (SN 565982)	Olympus	2	\$42	\$84
1	Microscope - (SN 223879)	Olympus	2	\$42	\$84
1	Microscope - (SN 217786)	Olympus	2	\$42	\$84
1	Microscope - (SN 224413)	Olympus	2	\$42	\$84
1	Microscope - (SN 213821)	Olympus	2	\$42	\$84
1	Microscope - (SN 206607)	Olympus	2	\$42	\$84
1	Microscope - (SN 223903)	Olympus	2	\$42	\$84
1	Microscope - (SN 233400)	Olympus	2	\$42	\$84
1	Microscope - (SN OJ00036)	Olympus	2	\$42	\$84
1	Microscope - (SN 12493-8)	Reichert-Jung	2	\$42	\$84
1	Microtome/Cryo - (SN BD 0848-3178)	Reichert-Jung	2	\$368	\$735
1	Microscope - (SN BD 176306)	Nikon	2	\$42	\$84

QTY	EQUIPMENT DESCRIPTION	MANUFACTURER	# PMS PER YEAR	COST PER PM	ANNUAL PM COST
1	Microscope - (SN 450260)	Nikon	2	\$42	\$84
1	Microscope - (SN 7886)	Leica-Powervar	2	\$42	\$84
1	Microscope - (SN 512909)	Leica-Powervar	2	\$42	\$84
1	Microscope - (SN 248849)	Leica	2	\$42	\$84
1	Microscope - (SN 248859)	Leica	2	\$42	\$84
1	Microscope - (SN CAT# 630)	Leica	2	\$42	\$84
1	Microscope - (SN 248852)	Leica	2	\$42	\$84
1	Microscope - Model No. Spencer	A/O	2	\$42	\$84
1	Microscope	Leitz	2	\$42	\$84
1	Microscope - (SN 93Y0782)	Nikon Inc.	2	\$42	\$84
1	Microscope - Model No.	Olympus	2	\$42	\$84
1	Microscope - (SN 1181)	Wilde/Leitz, USA, Inc.	2	\$42	\$84
1	Microscope - (SN 7347)	Not Available	2	\$42	\$84
1	Microtome HM315 (41760	Micro	2	\$184	\$368
1	Microtome AS325 (S/N 0535/NAS706)	Shandon	2	\$184	\$368
1	Microscope	Olympus	2	\$42	\$84
48	TOTAL - Preventive Maintenance				\$5,250
HUBERT H. HUMPHREY COMPREHENSIVE HEALTH CENTER					
4	Microscope	Various	2	\$42	\$336
1	Microscope with Std.HT	Various	2	\$42	\$84
1	Microscope	Unico	2	\$42	\$84
6	TOTAL - Preventive Maintenance				\$504
54	TOTAL - Southwest Preventive Maintenance				\$5,754
Reserve Funds for Repair Services*					\$1,920
TOTAL - SOUTHWEST					\$7,674



QTY	EQUIPMENT DESCRIPTION	MANUFACTURER	# PMS PER YEAR	COST PER PM	ANNUAL PM COST
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VALLEYCARE NETWORK					
OLIVE VIEW-UCLA MEDICAL CENTER					
5	Microscope	American Optical	2	\$42	\$420
27	Microscope	Olympus	2	\$42	\$2,268
1	Microscope, Darkfield	Olympus	2	\$42	\$84
1	Microscope, Axioscope	Zeiss	2	\$42	\$84
2	Microscope, Biocompound	Zeiss	2	\$42	\$168
1	Microscope	Micromaster	2	\$42	\$84
7	Microscope, fluorescent	Olympus	2	\$42	\$588
1	Microscope, dual view w/Camera	Olympus	2	\$58	\$116
1	Microscope, tri-head	Olympus	2	\$42	\$84
1	Microscope, 5-head	Olympus	2	\$58	\$116
1	Microscope, 12-head	Olympus	2	\$79	\$158
4	Microtome	Various	2	\$184	\$1,470
2	Cryostat	Various	2	\$368	\$1,470
1	Cryobath	American Optical	2	\$42	\$84
1	Microscope - Bx41 w/camera (SN70155337)	Olympus	2	\$42	\$84
1	Microscope - BH-2 (OVMC0128)	Olympus	2	\$42	\$84
1	Microscope - BH-2 w/camera (LAC487149)	Olympus	2	\$63	\$126
1	Micron Cryostat	Micron HM	2	\$368	\$735
1	Microscope	Olympus	2	\$42	\$84
60	TOTAL - Preventive Maintenance				\$8,306
MID VALLEY COMPREHENSIVE HEALTH CENTER					
6	Microscope	Various	2	\$42	\$504
6	TOTAL - Preventive Maintenance				\$504
Olive View & Mid Valley Reserve Funds for Repair Services*					
					\$4,988

QTY	EQUIPMENT DESCRIPTION	MANUFACTURER	# PMS PER YEAR	COST PER PM	ANNUAL PM COST
HIGH DESERT MULTI-SERVICE AMBULATORY CARE CENTER					
1	Microscope (SN 674285)	Nikon Eclipse	2	\$42	\$84
1	Microscope (SN 2C20168)	Olympus BX41	2	\$42	\$84
1	Microscope/Dissecting	A/O	2	\$42	\$84
2	Microscope W/Transformer (SN 866006 & 218371)	A/O	2	\$42	\$168
1	Microscope (FW 00-07-3415)	Micromaster (Model Micromaster II)	2	\$42	\$84
2	Microscope (SN 674167 & 671441)	Nikon (Model E400)	2	\$42	\$168
<b>8</b>	<b>TOTAL - Preventive Maintenance</b>				
Reserve Funds for Repair Services*					\$328
TOTAL - HIGH DESERT					\$1,000
<b>74</b>	<b>TOTAL - Valley Care Network Preventive Maintenance</b>				
Reserve Funds for Repair Services*					\$5,316
TOTAL - VALLEYCARE NETWORK					\$14,798
RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER					
1	Microscope	Nikon E400 with camera	2	\$42	\$84
2	Microscopes	American Optical Spencer	2	\$42	\$168
3	Microscopes	American Optical Dual View, Spencer	2	\$58	\$347
1	Microscope	Reichert Microstar IV	2	\$42	\$84
1	Microscope	Olympus BH-2 Dual view, camera	2	\$42	\$84
1	Microscope	Olympus BH-2 with camera	2	\$42	\$84
3	Microscopes	Olympus BH-2	2	\$42	\$252
1	Microscope	Nikon E600 Fluor	2	\$53	\$105
1	Microscope	American Optical 11 Heads	2	\$79	\$158
1	Microscope	Leitz Leborlux 121	2	\$42	\$84
<b>15</b>	<b>TOTAL - Preventive Maintenance</b>				
Reserve Funds for Repair Services*					\$600
TOTAL - RANCHO					\$2,049
TOTAL - DEPARTMENT OF HEALTH SERVICES					\$41,893

QTY	EQUIPMENT DESCRIPTION	MANUFACTURER	# PMS PER YEAR	COST PER PM	ANNUAL PM COST
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**DEPARTMENT OF PUBLIC HEALTH**

<b>PUBLIC HEALTH LABORATORY</b>					
13	Microscope BH-2	Olympus	2	\$42	\$1,092
1	Microscope BH-2 Dual View	Olympus	2	\$42	\$84
7	Microscope BX41	Olympus	2	\$42	\$588
2	Microscope BH-2 Fluorescent	Olympus	2	\$42	\$168
2	Microscope 2.5 1X	Bausch & Lomb	2	\$42	\$168
2	Microscope-Diaverts	Leitz	2	\$42	\$168
1	Microscope BX40 Fluorescent	Olympus	2	\$42	\$84
1	Microscope BX60 Dual View Fluor	Olympus	2	\$42	\$84
1	Microscope, AX70	Olympus	2	\$42	\$84
1	Microscope, DM2500, Fluorescent	Leica	2	\$42	\$84
1	Microscope, BHTU, Fluorescent	Olympus	3	\$42	\$126
32	<b>TOTAL - Preventive Maintenance</b>				
Reserve Funds for Repair Services*					\$500
<b>TOTAL - PUBLIC HEALTH LABORATORY</b>					\$3,230
<b>PUBLIC HEALTH CENTERS</b>					
<b>ANTELOPE VALLEY HEALTH CENTER</b>					
1	Microscope (SN 213482)	Labophot/Serial # 8C110	2	\$42	\$84
<b>NORTH HOLLYWOOD HEALTH CENTER</b>					
1	Microscope (SN 1345UV)	Cambridge Instruments/barcode:519878	2	\$42	\$84
1	Microscope (SN KHS407022)	Bausch & Lomb/barcode#31625	2	\$42	\$84
<b>SOUTH HEALTH CENTER (AKA: MARTIN LUTHER KING, JR. CENTER FOR PUBLIC HEALTH)</b>					
1	Microscope (with face-to-face teaching attachment)	Olympus BX 43 LED (SN 20110101 BX43TF)	2	\$42	\$84
4	<b>TOTAL - Preventive Maintenance</b>				
Reserve Funds for Repair Services*					\$364
<b>TOTAL - PUBLIC HEALTH CENTERS</b>					\$700
<b>TOTAL - DEPARTMENT OF PUBLIC HEALTH</b>					
					\$3,930

\* Hourly rate for after-hours/weekend/holiday is \$95.

<b>GRAND TOTAL - DEPARTMENTS OF HEALTH SERVICES &amp; PUBLIC HEALTH</b>					\$45,823
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# PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT

## AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011,

by and between COUNTY OF LOS ANGELES  
(hereafter "County"),

and MERRY X-RAY CHEMICAL CORPORATION  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled, "PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT", dated May 8, 2007, and further identified as County Agreement No. H-702788 and amendment thereto (hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term and make the changes described hereinafter; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

WHEREAS, Agreement provides that changes in accordance with Paragraph 16, ALTERATION OF TERMS, may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective upon execution by all parties.
2. Schedule A shall be added and replace Schedules 1 through 12.

Wherever any schedule is referenced, it shall now reference Schedule A.

3. Agreement Paragraph 1, TERM, shall be replaced as follows:

“1. TERM: The term of this Agreement shall commence on July 1, 2007, and shall continue in full force and effect up to and including March 31, 2013, unless sooner canceled or terminated as provided herein.”

4. Subparagraphs F and G shall be added to Agreement Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, to read as follows:

“F. The maximum obligation of County for all services provided hereunder shall not exceed One Hundred Thirty-Eight Thousand, Four Hundred Eighty Dollars (\$138,480) for the period of April 1, 2012 through March 31, 2013.

G. During the term of this Agreement, the Director, or his designee, may amend this Agreement if additional maintenance and repair services are needed and may annually adjust the maximum obligation by no more than forty percent (40%) of the annual maximum obligation for unforeseen, needed maintenance and repair services and/or if equipment is added to or removed from any Medical Facility.”

5. Paragraph (3), of Subparagraph A, Evidence of Insurance, of Agreement Paragraph 8, GENERAL INSURANCE REQUIREMENTS, shall be deleted in its entirety and replaced to read as follows:

“(3) Contractor shall provide County with, or Contractor’s insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of

premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.”

6. Subparagraph C, Failure to Maintain Coverage, of Agreement

Paragraph 8, GENERAL INSURANCE REQUIREMENTS, shall be deleted in its entirety and replaced to read as follows:

“C. Failure to Maintain Coverage: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.”

7. Paragraph 48, CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement’s STANDARD PROVISIONS to read as follows:

“48. CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract

are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.”

8. Paragraph 49, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement's STANDARD PROVISIONS to read as follows:

“49. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 48 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.”

9. Paragraphs I, II, and III of Subparagraph A, Equipment Maintenance and Repair Services, of Exhibit A, Paragraph 3. BILLING/COMPENSATION, shall be deleted in their entirety and replaced by the following:

I. Group A County Facilities are major medical centers, including Harbor-UCLA Medical Center and Olive View-UCLA Medical Center.

II. Group B County Facilities are smaller hospitals, including Rancho Los Amigos National Rehabilitation Center.

III. Group C County Facilities include High Desert Multi-Service Ambulatory Care Center, Martin Luther King, Jr. Multi-Service Ambulatory Care Center, DHS health and comprehensive health centers, and Department of Coroner.”

10. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services, and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, on the day, month and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mitchell H. Katz, M.D.  
Director of Health Services

MERRY X-RAY CHEMICAL CORPORATION  
Contractor

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Printed Name

Title \_\_\_\_\_

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By \_\_\_\_\_  
Deputy

MERRY X-RAY CHEMICAL CORP.  
EQUIPMENT LIST  
Effective April 1, 2012 through March 31, 2013

<b>COASTAL</b>				
<b>Harbor-UCLA Medical Center</b>				
<b>S/O #</b>	<b>Acct #</b>	<b>Processor</b>	<b>Location</b>	<b>Annual Cost</b>
2093	2218	KODAK M6AW #11125	CYSTO	\$8,314
2219	2218	KODAK 2000P #233108	MAMMO B200A	\$8,816
2095	2218	KODAK M35 #8295	RADIATION THERAPY	\$6,808
<b>Harbor - Total Cost for Services</b>				<b>\$23,938</b>
<b>Long Beach Comprehensive Health Center</b>				
<b>S/O #</b>	<b>Acct #</b>	<b>Processor</b>	<b>Location</b>	<b>Annual Cost</b>
2128	2246	KODAK M6AN #8678	RM 202-20	\$3,906
451	2246	KODAK MINR		\$5,591
<b>Long Beach - Total Cost for Services</b>				<b>\$9,497</b>
<b>Coastal - Total Cost for Services</b>				<b>\$33,435</b>

<b>LAC+USC HEALTHCARE NETWORK</b>				
<b>El Monte Comprehensive Health Center</b>				
<b>S/O #</b>	<b>Acct #</b>	<b>Processor</b>	<b>Location</b>	<b>Annual Cost</b>
2133	2230	KODAK M8	MAMMO	\$5,580
<b>El Monte - Total Cost for Services</b>				<b>\$5,580</b>
<b>H. Claude Hudson Comprehensive Health Center</b>				
<b>S/O #</b>	<b>Acct #</b>	<b>Processor</b>	<b>Location</b>	<b>Annual Cost</b>
2100	2228	KODAK M6AN #12728	ROOM #2126 A	\$3,906
2099	2228	KODAK M6B #306178	MAMMO ROOM #2129A	\$5,580
<b>Hudson - Total Cost for Services</b>				<b>\$9,486</b>
<b>Edward R. Roybal Comprehensive Health Center</b>				
<b>S/O #</b>	<b>Acct #</b>	<b>Processor</b>	<b>Location</b>	<b>Annual Cost</b>
2102	2229	KODAK M6AN #2206	1268 #1	\$3,906
2103	2229	KODAK M6AN #1271	ULTRASOUND	\$3,906
2289	2229	KODAK M6AN #528	MAMMO	\$5,602
<b>Roybal - Total Cost for Services</b>				<b>\$13,414</b>
<b>LAC+USC HEALTHCARE NETWORK - Total Cost for Services</b>				<b>\$28,480</b>

<b>Juvenile Court</b>				
<b>S/O #</b>	<b>Acct #</b>	<b>Processor</b>	<b>Location</b>	<b>Annual Cost</b>
2436	2252	KODAK M35A #10285	X-RAY	\$3,906
<b>Juvenile Court - Total Cost for Services</b>				<b>\$3,906</b>

<b>SOUTHWEST</b>				
<b>MLK-MACC</b>				
<b>S/O #</b>	<b>Acct #</b>	<b>Processor</b>	<b>Location</b>	<b>Annual Cost</b>
2088	2217	KODAK M35 #3535	4L DENTAL	\$6,808
<b>MLK - Total Cost for Services</b>				<b>\$6,808</b>
Reserve Funds				\$7,740
<b>TOTAL</b>				<b>\$14,548</b>
<b>Hubert H. Humphrey Comprehensive Health Center</b>				
<b>S/O #</b>	<b>Acct #</b>	<b>Processor</b>	<b>Location</b>	<b>Annual Cost</b>
2042	2227	KODAK M7B #23151	CHEST	\$3,906
2249	2227	KODAK M6AN #12902	DRK RM 2161-DENTAL	\$3,906
2043	2227	KODAK M6B #15475	MAIN	\$5,166
TBD	2227	PLANMED MAMMO	ROOM 1165	\$9,120
N/A	2227	Glassware & X-Ray Tube Coverage		\$1,800
<b>Humphrey - Total Cost for Services</b>				<b>\$23,898</b>
<b>Southwest - Total Cost for Services</b>				<b>\$30,706</b>
Reserve Funds				\$7,740
<b>Southwest - TOTAL</b>				<b>\$38,446</b>

<b>VALLEYCARE NETWORK</b>				
<b>Olive View-UCLA Medical Center</b>				
<b>S/O #</b>	<b>Acct #</b>	<b>Processor</b>	<b>Location</b>	<b>Annual Cost</b>
2044	2220	KODAK M8 #3996	MAIN A-2ND FLOOR	\$6,673
2048	2220	KODAK M35 #152351	Ultrasound/Mammo#1D111	\$5,360
<b>Olive View - Total Cost for Services</b>				<b>\$12,033</b>
Reserve Funds				\$1,500
<b>TOTAL</b>				<b>\$13,533</b>
<b>Mid-Valley Comprehensive Health Center</b>				
<b>S/O #</b>	<b>Acct #</b>	<b>Processor</b>	<b>Location</b>	<b>Annual Cost</b>
1147	2253	KODAK M6B #28612	X-RAY DEPARTMENT	\$3,906
<b>Mid-Valley - Total Cost for Services</b>				<b>\$3,906</b>

<b>High Desert Multi-Service Ambulatory Care Center</b>				
<b>S/O #</b>	<b>Acct #</b>	<b>Processor</b>	<b>Location</b>	<b>Annual Cost</b>
2074	2221	KODAK M35AN #50443	MAMMO-RM C17A	\$6,216
2149	2221	KODAK M6AN #02651	MAIN #1	\$6,651
<b>High Desert - Total Cost for Services</b>				<b>\$12,867</b>
<b>ValleyCare Network - Total Cost for Services</b>				<b>\$28,807</b>
Reserve Funds				\$1,500
<b>ValleyCare Network - TOTAL</b>				<b>\$30,307</b>

<b>GRAND TOTAL - Department of Health Services</b>	<b>\$134,574</b>
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<b>Department of Coroner</b>				
<b>S/O #</b>	<b>Acct #</b>	<b>Processor</b>	<b>Location</b>	<b>Annual Cost</b>
2051	2222	KONICA SRX 101	Room S-28	\$3,906
<b>Coroner - Total Cost for Services</b>				<b>\$3,906</b>

<b>GRAND TOTAL - ALL FACILITIES</b>	<b>\$138,480</b>
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**BIOMEDICAL EQUIPMENT CERTIFICATION AND REPAIR SERVICES  
AGREEMENT**

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

CERTIFIED ENVIRONMENTAL  
PARTICULATE AIR, INC.  
dba CEPA COMPANY  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled, "BIOMEDICAL EQUIPMENT CERTIFICATION AND REPAIR SERVICES AGREEMENT", dated May 1, 2007, and further identified as County Agreement No. H-702787 thereto (hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term and to make other changes described hereinafter; and

WHEREAS, Agreement provides that changes in accordance with Paragraph 16, ALTERATION OF TERMS, may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective upon execution by all parties.
2. Schedule A shall be added to replace Schedules 1 through 7, attached hereto and incorporated herein by reference.

3. Agreement Paragraph 1, TERM, shall be deleted in its entirety and replaced to read as follows:

“1. TERM: The term of this Agreement shall commence on May 1, 2007, and shall continue in full force and effect up to and including June 30, 2017, unless sooner canceled or terminated as provided herein.”

4. Subparagraphs B and C of Agreement Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, shall be deleted in their entirety and replaced by the following:

"B. The maximum obligation of County for all services provided hereunder shall not exceed Twenty-One Thousand, Two Hundred Eighty-Five Dollars (\$21,285) for the period of May 1, 2012 through June 30, 2012.

C. The maximum obligation of County for all services provided hereunder shall not exceed Ninety-Three Thousand, Four Hundred Twenty Dollars (\$93,420) annually, yielding a total cost of Four Hundred Eighty-Eight Thousand, Three Hundred Eighty-Five Dollars (\$488,385) for five years and two months, effective May 1, 2012 through June 30, 2017.”

5. Subparagraph D shall be added to Agreement Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, to read as follows:

“D. During the term of this Agreement, the Director, or his designee, may amend this Agreement if additional maintenance and repair services are needed and may annually adjust the maximum obligation by no more than forty percent (40%) of the Fiscal Year 2012-13 annual maximum obligation for

unforeseen, needed maintenance and repair services and/or if equipment is added to or removed from any Medical Facility.”

6. Paragraph (3), of Subparagraph A, Evidence of Insurance, of Agreement Paragraph 8, GENERAL INSURANCE REQUIREMENTS, shall be deleted in its entirety and replaced to read as follows:

“(3) Contractor shall provide County with, or Contractor’s insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.”

7. Subparagraph C, Failure to Maintain Insurance, of Agreement Paragraph 8, GENERAL INSURANCE REQUIREMENTS, shall be deleted in its entirety and replaced to read as follows:

“C. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from

said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.”

8. Paragraph 48, CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement’s STANDARD PROVISIONS to read as follows:

“48. CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.”

9. Paragraph 49, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement’s STANDARD PROVISIONS to read as follows:

“49. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 48 - Contractor’s Warranty of Compliance with County’s



Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.”

10. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services, and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, on the day, month and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mitchell Katz, M.D.  
Director of Health Services

CERTIFIED ENVIRONMENTAL PARTICULATE AIR, INC.  
dba CEPA COMPANY  
Contractor

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Printed Name

Title \_\_\_\_\_

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By \_\_\_\_\_  
Deputy

**SCHEDULE A**

**Biomedical Equipment Certification and Repair Services**

**Effective May 1, 2012 through June 30, 2017**

Facility	QTY	Equipment Description	No. of Preventive Maintenance per Year	PM Unit Cost	FY 2011-12 (5/1/12 - 6/30/12)	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Total
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**DEPARTMENT OF HEALTH SERVICES (DHS)**

Harbor-UCLA Medical Center	17	Fume Hoods (Chemical Hoods)	1		\$35								
	5	Bio Safety Cabinets	1		\$125								
	Annual Certification Cost				n/a								
	Preventive Maintenance Services												\$70
	Reserve Funds for Repair Services & Testing												\$3,500
Total - Harbor						\$3,570	\$21,860	\$21,860	\$21,860	\$21,860	\$21,860	\$112,870	

High Desert Multi-Service Ambulatory Care Center	1		Bio Safety Cabinet	1		\$125	
	1		Baker CS500 Isolator	2	*	\$185	
	1		Baker Sterile Isolator - SS500	2	*	\$225	
	Annual Certification Cost				n/a		
	Preventive Maintenance Services						
	Reserve Funds for Repair Services & Testing						
	Total - High Desert						
						\$735	\$5,000
						\$4,055	\$5,000
						\$4,055	\$5,000
						\$4,055	\$5,000
						\$945	\$5,260
						\$945	\$20,475
						\$25,735	

**\* Required to be tested and certified 2 times per year.**

LAC+USC Medical Center	9	Fume Hoods	1		\$35							
	4	Fume Hoods (Lipshaw Gross Lab)	1		\$75							
	20	Bio Safety Cabinets	1		\$125							
	Annual Certification Cost				n/a							
	Preventive Maintenance Services											
	Reserve Funds for Repair Services & Testing											
Total - LAC+USC						\$7,615	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$157,615

Facility	QTY	Equipment Description	No. of Preventive Maintenance per Year	PM Unit Cost	FY 2011-12 (5/1/12 - 6/30/12)	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Total
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H. Claude Hudson Comprehensive Health Center	1	Fume Hood	1		\$135						
	Annual Certification Cost			n/a							
	Preventive Maintenance Services					\$0	\$135	\$135	\$135	\$135	\$675
	Reserve Funds for Repair Services & Testing					\$300	\$1,000	\$1,000	\$1,000	\$1,000	\$5,300
	Total - Hudson					\$300	\$1,135	\$1,135	\$1,135	\$1,135	\$5,975

Martin Luther King, Jr. Multi-Service Ambulatory Care Center	6	Airflow Fume Hoods	1		\$35							
	4	Bio Safety Cabinets	1		\$125							
	Annual Certification Cost		n/a									
	Preventive Maintenance Services					\$0	\$710	\$710	\$710	\$710	\$710	\$3,550
	Reserve Funds for Repair Services & Testing					\$3,000	\$17,290	\$17,290	\$17,290	\$17,290	\$17,290	\$89,450
	Total - MLK MACC					\$3,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$93,000

Olive View-UCLA Medical Center	5	Fume Hoods	1		\$35																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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Rancho Los Amigos National Rehabilitation Center	1			Bio Safety Cabinets	2		\$125		
	3			Fume Hoods	1		\$35		
	1			Fume Hood	1		\$35		
	1			Sterigard Class II, Type A/BS	2	*	\$125		
	1			Sterile Products Area	2	*	\$75		
	1			Barrier Isolator	2	*	\$225		
				Annual Certification Cost	n/a				
	Preventive Maintenance Services								\$690
	Reserve Funds for Repair Services & Testing								\$900
Total - Rancho							\$1,590		
							\$2,480		
							\$2,480		
							\$2,480		
							\$2,480		
							\$2,480		
							\$1,815		
							\$1,815		
							\$1,240		
							\$6,890		
							\$9,975		
							\$13,999		

\* Required to be tested and certified 2 times per year.

Total - DHS					\$19,360	\$86,645	\$86,645	\$86,645	\$86,645	\$86,645	\$452,585
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Facility	QTY	Equipment Description	No. of Preventive Maintenance per Year	PM Unit Cost	FY 2011-12 (5/1/12 - 6/30/12)	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	Total
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DEPARTMENT OF PUBLIC HEALTH (DPH)

Public Health Laboratory	3		Bacteric Units	1	\$95																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
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Grand Total - DHS & DPH	\$21,285	\$93,420	\$93,420	\$93,420	\$93,420	\$93,420	\$93,420	\$93,420	\$93,420	\$488,385
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ADDITIONAL SERVICES AS NEEDED:		\$445	ON-SITE REPAIR SERVICES COST (For services not included in preventive maintenance)							
Alarm Installation			Business hours rate (M-F 8:00 am - 5:00 pm)							
Alarm Calibration			After-hours rate (M-F 5:00 pm - 8:00 pm, weekends, & County holidays)							
			\$85 per hour							
			\$125 per hour							

Reserve Funds: alarm installation and calibration, repairs, and other non-preventive maintenance services.